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Attorneys for Defendant Synergy Medical Systems, LLC

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
Plaintiff,

v.

MATTHEW H. PETERS, BAYVIEW SPECIALTY  
SERVICES LLC, COASTLINE SPECIALTY SERVICES  
LLC, STRAND VIEW CORPORATION,  
INNOVATIVE SPECIALTY SERVICES LLC,  
PARAGON PARTNERS LLC (D/B/A PARAGON  
MEDICAL PARTNERS), CARDEA CONSULTING  
LLC, PRAXIS MARKETING SERVICES LLC,  
PROFESSIONAL RX PHARMACY LLC, INLAND  
MEDICAL CONSULTANTS LLC (D/B/A  
ADVANCED THERAPEUTICS), PORTLAND  
PROFESSIONAL PHARMACY LLC, SUNRISE  
PHARMACY LLC, PROFESSIONAL 205 PHARMACY  
LLC (D/B/A PROFESSIONAL CENTER 205  
PHARMACY), SYNERGY MEDICAL SYSTEMS LLC  
(D/B/A SYNERGY RX), SYNERGY RX LLC (D/B/A  
SYNERGY RX), PRESTIGE PROFESSIONAL  
PHARMACY, JMSP LLC (D/B/A PROFESSIONAL  
CENTER 205 PHARMACY), MPKM, LLC (D/B/A  
PROFESSIONAL CENTER PHARMACY), ONE WAY

Case No. 2:24-cv-00287-CKD

**NOTICE OF MOTION AND  
MOTION TO SET ASIDE  
ENTRY OF DEFAULT**

**Hearing Date: April 16, 2025  
Time: 10:00 A.M.  
Courtroom: 24, 8<sup>th</sup> Floor**

1 DRUG LLC (D/B/A PARTELL PHARMACY),  
2 PARTELL PHARMACY LLC, OPTIMUM CARE  
3 PHARMACY INC. (D/B/A MARBELLA  
4 PHARMACY), GLENDALE PHARMACY LLC, and  
LAKE FOREST PHARMACY (D/B/A LAKEFOREST  
PHARMACY),

Defendants.

6 I, Clinton Mikel, declare and state as follows:

7  
8 1. I am counsel for Defendant, Synergy Medical Systems, LLC (hereinafter “SMS”)  
9 and I have personal knowledge set forth herein and, if called upon to testify, could and would  
10 competently testify thereto. I respectfully submit this declaration in support of Defendant SMS’s  
11 motion to set aside entry of default.  
12

13 2. SMS had no expectation of being named in this lawsuit, given its prior cooperation  
14 with Plaintiff and the confusing intermingling of various “Synergy” defendants, as further  
15 outlined in the Motion to Set Aside Default Judgment.  
16

17 3. The default was not the result of any culpable conduct, but rather due to  
18 reasonable confusion based on prior representations made to Brian Baumgartner, an executive of  
19 SMS, and the understanding that SMS was not a focus of this matter.  
20

21 4. SMS has several meritorious defenses, as further detailed in the motion, and has  
22 acted in good faith since learning of the default, engaging with Plaintiff promptly to resolve the  
23 issues before seeking court intervention.  
24

25 5. Setting aside the default will not prejudice Plaintiff, as the case remains in its early  
26 stages, Plaintiff has already obtained discovery from SMS, and Plaintiff has long been aware of  
27 SMS’s position.  
28

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Dated this 19<sup>th</sup> day of March, 2025, in Farmington Hills, Michigan.

**Respectfully submitted,**

**Dated:** March 19, 2025

**THE HEALTH LAW PARTNERS, P.C.**

By: /s/Clinton Mikel

Clinton Mikel, Attorney for Defendant

Synergy Medical Systems, LLC